



2018 AFG Grant Memorandum of Understanding

WHEREAS, **San Jose Fire District** and **Naco Fire District** have come together to collaborate and to make an application for **Assistance to Firefighters** grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which **Bisbee Fire Department** will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Federal Emergency Management Agency (FEMA).

I) Description of Partner Agencies

BFD, SJFD, NFD represent the entirety of the official fire protect for the city of Bisbee. Each entity is in good standing with regards to all laws an statutes that govern fire departments and fire protection districts at the time of the signing of this MOU.

II) History of Relationship

On October 5, 2018, the above names parties entered into agreement to pursue a grant writing company to assist in filling out and filing a regional FY2018 FEMA AFG grant with which BFD would be the "Host" agency. On the same day, BFD entered into agreement with Praetorian Digital to provide all of the grant writing needs. All Parties expressed their commitment via verbal and email comment.

III) Development of Application

Throughout the application process it has been known by all parties that BFD would be the "Host" agency meaning all matters regarding the grant writing process would be handled by BFD staff. BFD will work with the grant writers to gather the needed information from the other parties involved in this MOU.

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- Each party in this agreement will provide all needed information pertaining to the grant in a timely manner as set by BFD staff in conjunction with the grant writers. Any delay, and/or neglect in providing this information may result in removal from the grant writings without reimbursement of any fees associated with the grant.

- Each party shall provide true and accurate information based upon real data regarding their respective agencies. BFD will not accept responsibility for false information and is hereby released of all liability from any false information provided to BFD staff from any entity in this agreement.
- Each party will be responsible for payment of matching funds should the grant be successful. All parties in this MOU understand that the matching funds will be decided and based upon actual equipment received by each agency. BFD staff will calculate what percentage of total funds each agency will receive and request all parties receiving any grant funded equipment to pay for their proportionate matching funds prior to any equipment being issued to any party.
- Should any party refuse to pay their matching fees as calculated by the above listed method, that party/parties will be responsible for all action taken against BFD and the other parties in this MOU from any outside agency regarding this grant. Said party refusing to pay shall be responsible to reimburse the remaining parties any fees associated with this grant process including the grant writer fees.
- If this grant is successful, all parties will provide the needed documentation and information in order to "close-out" the grant in accordance with all rules and regulations set forth by FEMA.

1) All Parties in this MOU will collaborate and agree to the following conditions:

- All agencies are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.
- SCBA manufacturer will be decided in conjunction with all parties in this MOU.
- Compressor manufacturer will be decided in conjunction with all parties in this MOU
- Equipment (SCBA & RIT Packs) will be issued to each agency by the host agency in a timely manner once received and inspected. Each agency is responsible for retrieving their equipment from the host agency once it is notified as ready for pickup no later than 10 business days. (exception being equipment delivered on site to any agency in this agreement)
- Compressors will be located as follows: BFD to receive one compressor complete and installed


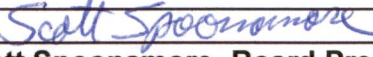
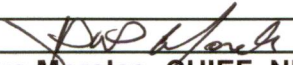
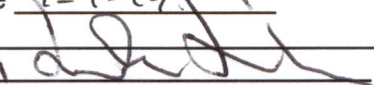
- All agencies in this MOU will have restricted access to each compressor as deemed by the Chief / Acting Chief of BFD. The agency in possession of the compressor reserves the right to deny access to individuals requesting usage of the compressor who have not been properly trained in usage in compliance with the manufacturer's recommendation.
- Maintenance of the compressor received through the grant are the responsibility of the agency in possession of said compressor. If the compressor is damaged due to negligent actions by members of any of the parties in this MOU, the agency which is responsible for those that damaged the compressor will be responsible for payment of repairs.
- Maintenance on SCBA's received through the grant will be the responsibility of the agency in possession of said SCBA

V) Timeline

The roles and responsibilities described above are contingent on **BFD** receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **7/1/2019** through **7/1/2020**

VI) Commitment to Partnership

- 1) The collaboration service area includes **City of Bisbee, AZ and surrounding mutual aid partners**
- 2) Compensation for [non-lead] partners' contribution to this project will be provided as outlined in the budget.
- 3) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By  George Castillo, CHIEF, BFD Date <u>7/1/19</u>	By  Scott Spoonamore- Board President, SJFD Date <u>7-1-19</u>
By  Jesus Morales- CHIEF, NFD Date <u>7-1-19</u>	
By  David Smith- MAYOR City of Bisbee Date <u>7-2-19</u>	

Beneficiary Organization Information	
* Participating Organization Name	Bisbee Fire Department
* First Name	Raul
* Last Name	Villasenor
* Phone Number	520-432-4110 Ext.
* EIN	86-6000235

Beneficiary Organization Information	
* Participating Organization Name	San Jose Fire Department
* First Name	Leonardo
* Last Name	Gonzales Jr
* Phone Number	520-432-7300 Ext.
* EIN	86-0450091

Beneficiary Organization Information	
* Participating Organization Name	Naco Fire Department
* First Name	Jesus
* Last Name	Morales
* Phone Number	520-432-3061 Ext.
* EIN	86-0828046